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Lunan O. Brown
CARROLL COUNTY
REGISTRY
REGISTER OF DEEDS

CONSERVATION EASEMENT DEED

The Nature Conservancy, a corporation organized in the District of Columbia, with a principal place of business at 1815 North Lynn Street, City of Arlington, County of Arlington, State of Virginia, (hereinafter sometimes referred to as the "Grantor" which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs and/or assigns), for consideration paid, grant to the State of New Hampshire, acting through the Land Conservation Investment Program with a principal place of business at 2 1/2 Beacon Street, Concord, State of New Hampshire, being a public entity, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter sometimes referred to as the "Grantee" which word shall, unless the context clearly indicates otherwise, include the Grantee's successors and/or assigns), with WARRANTY covenants, in perpetuity the following described Conservation Easement on land in Madison, New Hampshire, pursuant to New Hampshire RSA 477:45-47 and RSA 221-A, exclusively for conservation purposes, namely:

1. To assure that the Property will be retained forever in its undeveloped, scenic, and open space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property; and
2. To preserve the land subject to this easement for outdoor recreation by and the education of the general public, through the auspices of the Grantee, its permitted successors or assigns; and
3. To protect the unusual natural habitat of the Pine Barrens Community and rare lepidoptera associated with it, and to provide for the active forest management needed to sustain this community.
4. To preserve open spaces, particularly the productive forest land, of which the land area subject to this easement granted hereby consists, for the scenic enjoyment of the general public and consistent with New Hampshire RSA Chapter 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open space in the state by providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, by maintaining the character of the state's landscape, and by conserving the land, water, forest, and wildlife resources", to yield a significant public benefit in connection therewith; and with NH RSA Chapter 221-A, which states: "The intent of the program is to preserve the natural beauty, landscape, rural character, natural resources, and high quality of life in New Hampshire by acquiring lands and interests in lands of statewide, regional, and local conservation and recreation importance."

all consistent and in accordance with the U.S. Internal Revenue Code, with respect to that certain parcel of land (herein referred to as the "Property") being unimproved land situated in the Town of Madison, County of Carroll, the State of New Hampshire, more particularly bounded and described as set forth in Appendix "A" attached hereto and made a part hereof.

The Property is the best remaining example in the state of a once prevalent ecological community type, the northern-latitude variant of the pitch pine/scrub oak barrens community. It supports many rare and endangered moths, butterflies and skippers.

These significant conservation values are set forth in detail in baseline documentation on file with the Grantee.

The Conservation Easement hereby granted with respect to the Property is as follows:

1. USE LIMITATIONS

A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except forestry as described below for the maintenance of a natural community, and provided that the capacity of the Property to sustain the Pine Barrens Community shall not be degraded by on-site activities and that such activities will not cause significant pollution of surface or subsurface waters or soil erosion.

i. For the purposes hereof "forestry" shall include management of the ecosystem with controlled burning, selective cutting, or other means conducive to maintaining the land in a natural state most beneficial to the diversity of flora and fauna occurring there and not detrimental to the purposes of this easement.

ii. Forestry on the Property shall be performed to the extent possible in accordance with a coordinated management plan for the sites and soils of the Property. Forestry management activities shall be in accordance with the current scientifically based practices recommended by the Nature Conservancy, U.S. Cooperative Extension Service, U.S. Soil Conservation Service, or other government or private natural resource conservation and management agencies then active. Management activities shall not permanently impair the scenic quality of the Property as viewed from public streams, public roads or public trails.

B. The Property shall not be subdivided.

C. No structure or improvement such as a dwelling, tennis court, swimming pool, road, dam, fence, bridge, aircraft landing strip, asphalt, culvert, tower, mobile home, or shed shall be constructed, placed or introduced onto the Property except as necessary in the accomplishment of the forestry, conservation, or non-commercial outdoor recreational uses of the Property and not detrimental to the purposes of this easement. Fences for the purpose of securing the Property are allowed.

D. No changes in topography, surface or sub-surface water systems, wetlands, or natural habitat shall be allowed that would harm state or federally recognized rare or endangered species. In addition, none of the aforementioned shall be allowed except as necessary in the accomplishment of the forestry, habitat management, conservation or non-commercial outdoor recreational uses of the Property and not detrimental to the purposes of this easement.

E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as necessary in the accomplishment of the forestry, conservation or outdoor recreational uses of the property and not detrimental to the purposes of this easement.

F. There shall be no mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, top soil or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of paragraphs A, C, D, or E above.

No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

G. There shall be no dumping, injection, or burial of materials then known to be environmentally hazardous, including vehicle bodies or parts.

2. RESERVED RIGHTS

A. Grantor reserves the right to maintain, repair or replace utilities on the Property that serve the Property or unrestricted land of the Grantor.

B. Grantor reserves the right to create ponds for the purpose of agriculture, fire protection, or wildlife habitat enhancement, in accordance with a plan developed by the U.S. Soil Conservation Service or other similar agency then active.

C. Grantor reserves the right to post against vehicles, motorized or otherwise.

D. Grantor reserves the right to build trails to maintain accessibility to the property and the right to build fire breaks for controlled burning.

E. The Grantor must notify the Grantee in writing before exercising the aforesaid reserved rights provided for in this easement.

3. AFFIRMATIVE RIGHTS OF GRANTEE

A. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to maintain boundaries, to determine compliance and to enforce the terms of this Conservation Easement Deed and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Conservation Easement Deed.

B. There is hereby conveyed pedestrian access to, on and across the Property for hunting, fishing and transitory passive recreational purposes, but not camping, by members of the public; but the Property may be posted against such access or otherwise restricted by the Grantee in the public interest.

C. The Grantee has the right to perpetuate the Pine Barrens Community by periodically engaging in management practices such as those listed in Section 1.A. in the absence of such action by the Grantor.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

A. Grantor agrees to notify the Grantee in writing within 10 days after the transfer of title of the Property.

B. Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

5. BENEFITS AND BURDENS

A. The burden of the easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of said easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferrable only to the State of New Hampshire or the U.S. Government or any subdivision of either of them consistently with Section 170 (c) (1) of the U.S. Internal Revenue Code, as amended, which government unit has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this easement. Any such assignee or transferee shall have like power of assignment or transfer. In accordance with RSA 221-A, under which this Conservation Easement Deed is acquired, "The sale, transfer, conveyance, or release of any such land or interest in land from public trust is prohibited." (RSA 221-A:11)

6. BREACH OF EASEMENT

A. When a breach of this Easement comes to the attention of the Grantee, it shall notify the then owner (Grantor) of the Property in writing of such breach, delivered in hand or by certified mail, return receipt requested.

B. Said Grantor shall have 30 days after receipt of such notice to undertake those actions, including restoration, which are reasonably calculated to swiftly cure the conditions constituting said breach and to notify the Grantee thereof.

C. If said Grantor fails to take such curative action, the Grantee, its successors or assigns, may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including the Grantee's expenses, court costs and legal fees shall be paid by the said Grantor, provided the said Grantor is determined to be directly or indirectly responsible for the breach.

7. CONDEMNATION

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. The balance of the damages (or proceeds) recovered shall be paid 50% to the Grantor and 50% to the Grantee which percentages represent the full and fair market values of the respective interest of the Grantor and Grantee in the Property which is the subject of this Easement Deed immediately after the execution and delivery hereof taken as a proportion of the sum of said values. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth.

The Grantee by accepting and recording this Conservation Easement Deed for itself, its successors and assigns, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Conservation Easement Deed is delivered.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of JUNE, 1989, as a duly authorized officer of The Nature Conservancy.

Mass D. Zule
Witness
MASSACHUSETTS
The State of New Hampshire
COUNTY OF SUFFOLK, ss.

Dennis B. Wolkoff
Grantor THE NATURE CONSERVANCY
Title: BY: DENNIS B. WOLKOFF
ITS VICE PRESIDENT

Personally appeared DENNIS B. WOLKOFF
who acknowledged the foregoing to be his voluntary act and deed.

Before me,

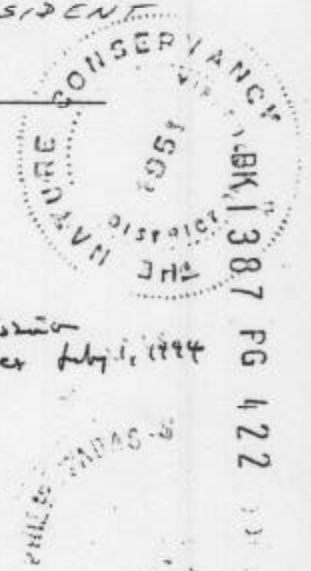
Regis Tolan
Justice of the Peace/Notary Public & My Commission Expires May 1, 1994

ACCEPTED: STATE OF NEW HAMPSHIRE

By:

Title:

Will [Signature]
EXECUTIVE DIRECTOR, LAND CONSERVATION INVESTMENT PROGRAM
Duly Authorized



APPENDIX A

Meaning and intending to describe a parcel of land situated in Madison, NH, as shown on a "Plan of Land located in Madison, N.H., owned by The Nature Conservancy", prepared by E. R. O'Brien, dated January 5, 1989, and as described in a Warranty Deed recorded in the Carroll County Registry of Deeds, Book 1346, Page 514, on August 19, 1988, further bounded and described:

Beginning at a cement bound found on the easterly sideline of N. H. Route 41, or Plains Road so-called, in Madison, N.H., said point being the northwest corner of said parcel and at land now or formerly of L. and K. Shanks; thence

South $61^{\circ} 48' 10''$ East one hundred ninety-nine and seven hundredths (199.07) feet along land of said Shanks to an iron pipe found and at land now or formerly of D. and C. Badger; thence

South $61^{\circ} 36' 40''$ East one hundred ninety-nine and forty-seven hundredths (199.47) feet along land of said Badger to an iron pipe found and at land now or formerly of L. and M. Kerr; thence

South $61^{\circ} 37' 35''$ East one hundred ninety-nine and thirty-four hundredths (199.34) feet along land of said Kerr to an iron pipe found and at land now or formerly of C. and F. Boyer; thence

South $61^{\circ} 52' 30''$ East two hundred and fourteen hundredths (200.14) feet along land of said Boyer to an iron pipe found and at land now or formerly of M. Tetu; thence

South $62^{\circ} 02' 20''$ East one hundred sixty-seven and eighty-nine hundredths (167.89) feet along land of said Tetu to an iron pipe found and at land now or formerly of D. and S. Johnson; thence

South $62^{\circ} 05' 30''$ East one hundred ninety-one and eighty-five hundredths (191.85) feet along land of said Johnson to an iron pipe found and at land now or formerly of J. and N. Devine; thence

South $61^{\circ} 54' 50''$ East one hundred eighty and nine hundredths (180.09) feet along land of said Devine to an iron pipe found and at land now or formerly of W. and K. Cummings; thence

South $62^{\circ} 57' 45''$ East one hundred ninety-nine and forty-one hundredths (199.41) feet along land of said Cummings to an iron pipe found and at other land of said Cummings; thence

South $62^{\circ} 07' 45''$ East one hundred ninety-nine and seventy-four hundredths (199.74) feet along other land of said Cummings to an iron pipe found and at land now or formerly of T. and M. McLaughlin; thence

South $60^{\circ} 51' 40''$ East one hundred ninety-nine and fifty hundredths (199.50) feet along land of said McLaughlin to an iron pipe found and at land now or formerly of R. Mascella; thence

South $61^{\circ} 27' 35''$ East one hundred ninety-nine and fifty-three hundredths (199.53) feet along land of said Mascella to an iron pipe found and at land now or formerly of M. and D. Williams; thence

South $61^{\circ} 56' 25''$ East two hundred and six hundredths (200.06) feet along and of said Williams to an iron pipe found and at land now or formerly of J. and D. Vonhandarf; thence

South $61^{\circ} 16' 50''$ East one hundred ninety-eight and ninety-four hundredths (198.94) feet along land of said Vonhandarf to an iron pipe found and at land now or formerly of H. Colton; thence

South $61^{\circ} 43' 15''$ East two hundred and thirty-six hundredths (200.36) feet along land of said Colton to an iron pipe found and at land now or formerly of M. and M. McDonough; thence

South $62^{\circ} 31' 05''$ East one hundred forty and eighty hundredths (140.80) feet along land of said McDonough to an iron pipe found at a Class Six Town Road; thence

South $60^{\circ} 48' 40''$ East fifty-nine and thirty-nine hundredths (59.39) feet across the town road to an iron pipe found and an land now or formerly of M. Veilleux; thence

South $61^{\circ} 53' 35''$ East one hundred ninety and seven hundredths (190.07) feet along land of said Veilleux to an iron pipe found and at land now or formerly of B. and D. Kurinkus; thence

South $61^{\circ} 42' 50''$ East one hundred eighty-nine and forty hundredths (189.40) feet along land of said Kurinkus to an iron pipe found and at land now or formerly of W. and S. Fortin; thence

South $61^{\circ} 28' 45''$ East two hundred thirty-eight and seventy-one hundredths (238.71) feet along land of said Fortin to an iron pipe found and at land now or formerly of the Town of Madison; thence along land of said Town of Madison, following a line one hundred (100) feet westerly and parallel to the west bank of Branch Stream, so-called, approximately described by the tie lines with the following bearings and distances:

South $03^{\circ} 29' 40''$ East sixty-four and ninety-six hundredths (64.96) feet to a point;

South $85^{\circ} 10' 45''$ West two hundred sixteen and fifty-nine hundredths (216.59) feet to a point;

South $57^{\circ} 15' 55''$ West two hundred four and thirty-five hundredths (204.35) feet to a point;

South 41° 19' 45" West seventy-nine and forty-eight hundredths (79.48) feet to a point;

South 35° 23' 50" West two hundred nineteen and ninety-six hundredths (219.96) feet to a point;

South 08° 39' 45" West four hundred ninety-one and seventy-six hundredths (491.76) feet to a point;

South 16° 48' 55" East four hundred one and sixteen hundredths (401.16) feet to a point;

South 06° 42' 40" East ninety-seven and twenty hundredths (97.20) feet to a point;

South 24° 55' 15" East two hundred forty-five and thirty-seven hundredths (245.37) feet to a point;

South 11° 30' 30" East ninety-six and fifty-eight hundredths (96.58) feet to a point;

South 44° 19' 10" West eighty-one and seventy-one hundredths (81.71) feet to a point;

South 16° 03' 15" West three hundred eighty-eight and seventy-two hundredths (388.72) feet to a point;

South 63° 42' 20" West ninety-five (95) feet to a point;

South 32° 17' 10" West two hundred twelve and seventy-five hundredths (212.75) feet to a point;

South 00° 23' 30" West two hundred thirteen and thirty-three hundredths (213.33) feet to a point;

South 15° 05' 05" West three hundred fifty-nine and fifty-eight hundredths (359.58) feet to a point;

South 89° 34' 55" West ninety-five and eighteen hundredths (95.18) feet to a point;

South 20° 36' 30" West one hundred two and twenty-one hundredths (102.21) feet to a point;

South 14° 32' 00" East two hundred sixty-five and sixty-two hundredths (265.62) feet to a point;

South 73° 16' 10" West one hundred ninety-six and one one-hundredth (196.01) feet to a point;

South 44° 31' 25" West six hundred twenty-eight and fifteen hundredths (628.15) feet to a point;

North 75° 29' 25" West three hundred thirty and seventy-five hundredths (330.75) feet to a point;

North 88° 08' 30" West one hundred eighty-seven and eight hundredths (187.08) feet to a point;

North 56° 25' 55" West one hundred forty-eight and ninety-one hundredths (148.91) feet to a point;

North 76° 35' 20" West two hundred fifty-seven and sixty hundredths (257.60) feet to a point;

North 29° 59' 25" West four hundred sixty-eight and twenty-two hundredths (468.22) feet to a point;

North 72° 33' 30" West three hundred sixteen and ninety-four hundredths (316.94) feet to a point;

North 12° 27' 15" West one hundred eighty and ninety-nine hundredths (180.99) feet to a point;

North 37° 20' 30" West one hundred twenty-nine and twelve hundredths (129.12) feet to a point;

North 50° 19' 05" West three hundred twenty-one and three hundredths (321.03) feet to a point;

South 82° 53' 40" West two hundred eighty-four and ninety-one hundredths (284.91) feet to a point;

North 78° 42' 40" West two hundred seventy-five and seventy-four hundredths (275.74) feet to a point; ..

North 45° 38' 50" West two hundred fifty-one and thirty-six hundredths (251.36) feet to a point;

South 88° 12' 00" West two hundred one and sixty-six hundredths (201.66) feet to a point;

South 35° 49' 20" West four hundred sixty-one and seventy-one hundredths (461.71) feet to a point;

South 89° 23' 50" West two hundred seventeen and thirty-three hundredths (217.33) feet to an iron pin set in a seasonal wet area and at land now or formerly of International Paper Company; thence

North $00^{\circ} 00' 40''$ East six hundred fifty-six and ninety-two (656.92) feet along land of said International Paper Company and along, in part, a sawdust pile to an iron pipe found and at land now or formerly of M. and P. Lessard; thence

North $00^{\circ} 42' 25''$ West four hundred forty-nine and seventy hundredths (449.70) feet along land of said Lessard to an iron pipe found on the easterly sideline of Route 41, so-called; thence along said Route, as it curves in a northeasterly direction, the following bearings and distances:

On a radius of three thousand six hundred ninety-seven and sixty-seven hundredths (3,697.67) feet for length of one hundred sixty-six and eighty-three hundredths (166.83) feet to a point; thence

North $43^{\circ} 27' 30''$ East three hundred eighty-nine and twenty-four hundredths (389.24) feet to a point;

On a radius of one thousand seven hundred thirty-five and eighty-five hundredths (1,735.85) feet for a length of three hundred forty-six and eighty-three hundredths (346.83) feet to a point; thence

North $32^{\circ} 00' 35''$ East three hundred one and two hundredths (301.02) feet to a point;

On a radius of two thousand seven hundred sixty-four and eighty-nine hundredths (2,764.89) feet for a length of seven hundred three and sixty-nine hundredths (703.69) feet to a point; thence

North $17^{\circ} 25' 40''$ East eight hundred thirteen and thirty-seven hundredths (813.37) feet to a point;

North $17^{\circ} 36' 55''$ East one thousand forty and two hundredths (1,040.02) feet to the point of beginning, containing 341.01 acres, **subject to the following conveyances:**

1. The Kennett Company to New Hampshire Electric Cooperative, Inc., dated August 20, 1940, being an unrecorded powerline easement on file with said N. H. Electric Cooperative in their Plymouth, N.H. offices.
2. The Kennett Company to George E. Chick and Charlotte Dewart, dated August 10, 1977, and recorded in Carroll Records, Book 683, Page 31.
3. A. Crosby Kennett to New England Telephone and Telegraph Company, dated March 24, 1913, and recorded in Carroll County Records, Book, 143, Page 513.